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Attorneys for Plaintiff and Counter-Defendant,
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

ST. PAUL FIRE AND MARINE INSURANCE
COMPANY,

Plaintiff,

v.

NATOMAS UNIFIED SCHOOL DISTRICT;

Defendant.

AND RELATED CROSS-ACTION

Case No. CIV.S-04-1986 LKK DAD

**STIPULATION TO DISMISSAL
WITH PREJUDICE OF ACTION
IN ITS ENTIRETY; AND
ORDER THEREON
(Fed. R. Civ. P. 41)**

Judge: Lawrence K. Karlton
Trial: August 26, 2006

This Stipulation is entered into by Plaintiff and Counter-Defendant ST. PAUL FIRE AND MARINE INSURANCE COMPANY (“St. Paul”) and Defendant and Counter-Claimant NATOMAS UNIFIED SCHOOL DISTRICT (the “District”) (collectively referred to as the “Parties”) by and through their respective counsel, Donald J. Colucci of Wolkin•Curran, LLP for St. Paul, and Patrick A. Gunn, of Atkinson, Andelson, Loya, Ruud & Romo for the District. This Stipulation is entered into between St. Paul and the District with reference to the following factual recitals:

a. Whereas the Parties have entered into a written Settlement Agreement and Mutual Release (“Agreement”) as to all disputes at issue in the above captioned action;

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b. Whereas all conditions precedent to the effectiveness of the Agreement have been satisfied or removed;

c. Whereas the Agreement provides that this Court shall retain exclusive jurisdiction over the subject matter of this action and the Agreement to resolve any disputes between the Parties hereto, and to enforce the rights and duties specified between the Parties in the Agreement; and,

d. Whereas the Parties agreed in the Agreement that each party to this Stipulation shall bear its own costs and fees incurred in the above captioned action, and this Stipulation is not intended to modify the terms of the Agreement or the Parties' obligations thereunder in any way.

NOW, THEREFORE, in accordance with Federal Rule of Civil Procedure 41(a)(1), it is hereby stipulated by and between the Parties to this action through their designated counsel that Case No. CIV.S-04-1986 LKK DAD be dismissed in its entirety, with prejudice. This Court shall retain exclusive jurisdiction over the subject matter of this matter to resolve any disputes between the Parties hereto, and to enforce the rights and duties specified in the Parties' Settlement Agreement and Mutual Release. Each party to this Stipulation shall bear its own costs and fees incurred in this adversary proceeding. The Parties agree to the entry of an order in substantially the form attached.

Dated: January ___, 2006

WOLKIN CURRAN, LLP

By: /signature on original

Donald J. Colucci

Attorneys for Plaintiff and Counter-Defendant,

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

Dated: January ___, 2006

ATKINSON, ANDELSON, LOYA, RUUD AND ROMO

By: /signature on original

Patrick A. Gunn

Attorneys for Defendant and Counter-Claimant,

NATOMAS UNIFIED SCHOOL DISTRICT

1 The Court having received the Stipulation between the Parties for dismissal with prejudice of
2 the entire action, and good cause appearing,

3 **IT IS HEREBY ORDERED that:**

- 4 1. The action is dismissed with prejudice in its entirety.
- 5 2. Each party shall bear its own costs and fees.
- 6 3. This Court shall retain exclusive jurisdiction over the subject matter of this matter to
7 resolve any disputes between the Parties hereto, and to enforce the rights and duties specified between
8 the parties in their written Settlement Agreement and Mutual Release.

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10 Dated: January 18, 2006

11 /s/Lawrence K. Karlton
12 Lawrence K. Karlton
13 Senior Judge
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